

No. **232,371**

Date **AUG 19 1980**

Fee \$ **20.00**

**ITEL**

ICC Washington, D. C.

**Rail Division**

Two Embarcadero Center  
San Francisco, California 94111  
(415) 955-9090  
Telex 34234

August 11, 1980

RECORDATION NO. **9290-C** Filed & Recorded

**AUG 19 1980 -1 20 PM**

**INTERSTATE COMMERCE COMMISSION**

Ms. Agatha Mergenovich, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

RECORDATION NO. **9290-B** Filed & Recorded

**AUG 19 1980 -1 20 PM**

**INTERSTATE COMMERCE COMMISSION**

RE: Itel Corporation  
Equipment Trust 1978 Series I  
Equipment Trust Agreement dated as of January 1, 1978

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith, on behalf of Itel Corporation, for filing and recordation, as additional filings under Recordation No. 9290 three (3) executed counterparts of the following documents:

**9290 -B** Supplement No. <sup>16</sup> Equipment Trust Agreement dated as of January 1, 1978, dated as of August 1, 1980, between Itel Corporation and First Security Bank of Utah, N.A., as Trustee.

**9290 -C** Assignment of Lease and Agreement, dated as of August 1, 1980, between Itel Corporation and First Security Bank of Utah, N.A., as Trustee.

The names and addresses of the parties to the aforementioned documents are:

- (1) Itel Corporation, Rail Division  
Two Embarcadero Center, 24th Floor  
San Francisco, California 94111
- (2) First Security Bank of Utah, N.A., as Trustee  
79 South Main Street  
Salt Lake City, Utah 84111

The equipment covered by the enclosed Supplement No. 1 and Assignment of Lease and Agreement is 100 of the railcars covered by that certain Equipment Trust Agreement dated as of January 1, 1978, between Itel Corporation and First Security Bank of Utah, N.A., as Trustee.

Enclosed also is a check for \$20.00 for the required recordation fee. Thank you very much for your attention to this matter.

Sincerely,

*Paul Loveday*  
Paul Loveday  
Senior Counsel

MM/rcs

RECEIVED  
AUG 19 1 12 PM '80  
I.C.C.  
FEE OPERATION BR.

*C. O'Connell - 4/11/80*

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**8/19/80**

**OFFICE OF THE SECRETARY**

**Paul Loveday**  
**Senior Counsel**  
**Intl Rail Division**  
**Two Embarcadero Center**  
**San Francisco, Calif. 94111**

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **8/19/80** at **1:20pm**, and assigned re-recording number(s). **9290-B & 9290-C**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

# ITEL

## Rail Division

Two Embarcadero Center  
San Francisco, California 94111  
(415) 955-9090  
Telex 34234

RECORDATION NO. 9290 Filed 1-23

MAY 8 - 1981 - 1 25 PM

INTERSTATE COMMERCE COMMISSION

May 7, 1981

RECORDATION NO. 9290 425

MAY 8 - 1981 - 1 25 PM

INTERSTATE COMMERCE COMMISSION

Ms. Agatha Mergenovich, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I request on the behalf of Itel Corporation, Rail Division that:

Car Lease Agreement, dated as of April 22, 1981, between Itel Corporation, Rail Division, and Green Bay and Western Railroad Company which was filed under Recordation No. 13073 on April 30, 1981 at 10:50 A.M.

be cross-indexed with the following documents:

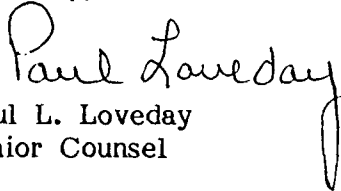
- (1) Equipment Trust Agreement 1978, Series 1, dated as of January 1, 1978 between First Security Bank of Utah, N.A. as Trustee and Itel Corporation, which was filed under Recordation No. 9290 on March 21, 1978 at 9:40 A.M., and
- (2) Equipment Trust Agreement 1978, Series 2 dated as of February 1, 1978 between First Security Bank of Utah, N.A. Trustee and Itel Corporation, which was filed under Recordation No. 9291 on March 21, 1978 at 9:40 A.M.

The equipment covered by the Lease is one hundred ninety eight (198) General Purpose Boxcars (A.A.R. mechanical designation XM, 50'6" in length) bearing reporting marks GBW 8000 through and including GBW 8197.

Ms. Agatha Mergenovich  
May 7, 1981  
Page Two

Enclosed also are two checks in the amount of \$10.00 each for the required cross-indexing fees.

Sincerely,

  
Paul L. Loveday  
Senior Counsel

PLL:sc

cc: Robert S. Clark, Esq.  
First Security Bank of Utah, N.A.  
79 South Main Street  
Salt Lake City, UT 84111

Michael Walsh, Esq.  
Weil, Gotshal & Manges  
767 Fifth Avenue  
New York, New York 10005

Margaret Mackenzie  
Itel Corporation

14290-B  
SUPPLEMENT NO. 1 TO EQUIPMENT TRUST AGREEMENT  
DATED AS OF JANUARY 1, 1978

RECORDATION NO. 9290-B

AUG 19 1980 - 1 22 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENT NO. 1 dated as of August 1, 1980, to Equipment Trust Agreement dated as of January 1, 1978 (hereinafter called the "Equipment Trust Agreement", between First Security Bank of Utah, N.A., as Trustee (hereinafter called the "Trustee"), and ITEL CORPORATION, a Delaware corporation (hereinafter called "Itel").

WHEREAS, the parties hereto are parties to that certain Equipment Trust Agreement which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 on March 21, 1978, recordation number 9290;

WHEREAS, Itel and the Providence and Worcester Company (hereinafter called P&W) entered into a lease of Equipment (here and hereinafter as defined in the Equipment Trust Agreement) dated as of January 14, 1977 hereinafter called the P&W Lease), pursuant to Equipment Schedule No. 2 of which, executed by Itel on December 12, 1977, Itel leased to P&W 150 of the units of Trust Equipment (here and hereinafter as defined in the Equipment Trust Agreement), bearing road numbers PW 404 through and including PW 553;

WHEREAS, subsequent to December 12, 1977, one of the aforesaid units of Trust Equipment, which was designated PW 485 was destroyed, leaving one hundred forty-nine (149) units of Trust Equipment subject to Equipment Schedule No. 2 of the P&W Lease;

WHEREAS, the P&W Lease has been terminated with respect to said Trust Equipment;

WHEREAS, Itel and Alabama State Docks Department, an Agency of the State of Alabama, doing business as Terminal Railway Alabama State Docks (hereinafter called the Lessee) have entered into a lease, dated as of April 4, 1977 (such lease, together with any amendments or supplements thereto, being hereinafter called the Lease) pursuant to Equipment Schedule No. 15 of which Itel leased to the Lessee the above-referenced Trust Equipment, formerly leased by Itel to P&W, and pursuant to which Itel will undertake to change by remarking the road numbers on 100 units of said Trust Equipment from the above-referenced road numbers to T ASD 78601 through and including T ASD 78700; and

WHEREAS, Sections 4.07 and 6.03 of the Equipment Trust Agreement require Itel to file with the Interstate Commerce Commission a statement of road numbers of Trust Equipment substituted through remarking of the Trust Equipment for any previous road numbers of Trust Equipment;

NOW, THEREFORE, in consideration of the initial covenants and promises herein contained, the parties hereto hereby agree as follows:

SECTION 1. Schedule A of the Equipment Trust Agreement is amended by deleting the number "150" immediately to the right of the words "Providence and Worcester Company" and substituting therefore the number "49", and by adding, at the bottom of said Schedule A, "Alabama State Docks Department, an Agency of the State of Alabama, d/b/a Terminal Railway, Alabama State Docks" the number "100", the road marks "T ASD 78601 through 78700 both inclusive (formerly, and until remarked, PW 404 - 553, both inclusive)", and "70-ton, 50' 6" Boxcars with 10' sliding doors and 10" end-of-car cushioning, AAR Mechanical Designation XM".

SECTION 2. The Trustee hereby consents to the termination, with respect to the above-referenced Trust Equipment, of the P&W Lease and to the entering into by Itel of the Lease. The granting of this consent is specifically conditioned on the fact that the lease to the Alabama State Docks Department, an Agency of the State of Alabama, doing

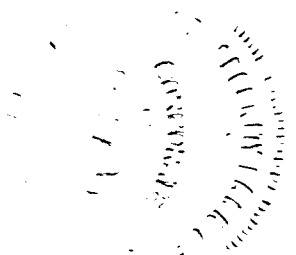

business as Terminal Railway, Alabama State Docks, provides in paragraph 7.A thereof that it is subordinate to the rights of any owner or secured party under any financing agreement entered into by ITEL in connection with the acquisition of the Boxcars, i.e., upon notice to the lessee thereunder from any such secured party or owner that an event of default has occurred and is continuing under such financing agreement such party may require that all rent shall be made directly to such party and/or that the Boxcars be returned to such party. The Trustee specifically reserves all its rights to enforce this subordination provision, including its existing right to obtain immediate possession of the Trust Equipment, notwithstanding that the term of the Lease described in Equipment Schedule No. 15 thereto, as it pertains to the Trust Equipment, until fifteen years subsequent to the delivery (as defined in the Lease) of the Trust Equipment.

SECTION 3. Except as hereinabove specifically set forth, the Equipment Trust Agreement shall remain in full force and effect as when executed.

SECTION 4. The provisions of this Supplement No. 1 and all rights and obligations of the parties hereunder, shall be governed by the laws of the State of Utah.

FIRST SECURITY BANK OF UTAH, National  
Association

by

  
  
\_\_\_\_\_  
Senior Trust Officer

ITEL CORPORATION  
by

  
\_\_\_\_\_  
President, Rail Division

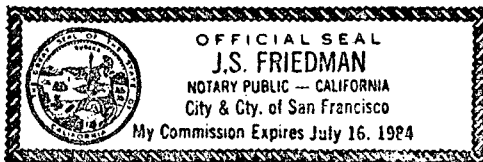


STATE OF CALIFORNIA

SS.:

COUNTY OF SAN FRANCISCO

On this 11th day of August, 1980, before me personally appeared CARL N. TAYLOR, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of ITEL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed of behalf of said corporation by authority of its By-laws and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



J.S. Friedman  
Notary Public

My Commission expires

STATE OF UTAH

COUNTY OF SALT LAKE

On this 18th day of August, 1980, before me personally appeared Fuchia B. Eichers, to me personally known, who, being by me duly sworn, says that she is a ~~Senior~~ Trust Officer of First Security Bank of Utah, National Association, a national banking association, that one of the seals affixed to the foregoing instrument is the seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors and she acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Casey H. Krobel  
Notary Public

My Commission expires

7/17/82